

EXHIBIT 8

(Part 1)

1983-1986 UAW - BOHN CONTRACT

AGREEMENT

BY AND BETWEEN

Plants 16 & 19-Holland, MI.

BOHN ALUMINUM & BRASS DIVISION
Gulf + Western Manufacturing Company

AND

The International Union,
United Automobile, Aerospace and
Agricultural Implement Workers of
America, UAW
and Local No. 1402

Effective September 3, 1983

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ARTICLE I - AGREEMENT PARTIES

The International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and Local No. 1402 thereof, hereafter referred to as the "Union", having demonstrated that it represents for purposes of collective bargaining a majority of the employees in the appropriate bargaining unit, the said International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and Local No. 1402 and the Bohn Aluminum & Brass Division, Plants 16 & 19, Holland, Michigan, Gulf + Western Manufacturing Company, hereinafter referred to as the "Company", hereby agrees as follows:

WITNESSETH THAT:

WHEREAS, it is the desire of the parties hereto to promote mutual cooperation and harmony and to formulate a working agreement to cover the relationship between the Company and the Union,

THEREFORE, the parties hereto agree as follows:

ARTICLE II - RECOGNITION

SECTION 1. REPRESENTATION SCOPE. The Company recognizes the Union as the exclusive bargaining agency in Plants 16 & 19 for all production and maintenance employees, including tool room, shipping and receiving employees and group leaders, but excluding office clerical employees, professional employees, all other plant clerical employees, technical, engineering and professional employees, time study employees, time keepers, foremen, assistant foremen,

Article II Cont.

All other supervisors as defined in the Act, and guards, for the purpose of collective bargaining with respect to rates of pay, wages, hours, dismissals, and other conditions of employment, and for the purpose of adjusting any grievance or complaints which may exist now or may arise in the future.

SECTION 2. OTHER UNIONS. The Company will not during the life of this agreement promote, aid, or finance any other labor group or organization which proposes to engage in collective bargaining and will not negotiate or deal with any other union group or organization during the period covered by this agreement, unless ordered to do so by the National Labor Relations Board.

SECTION 3. NON-DISCRIMINATION. The Company agrees that it will not discriminate against employees in their training, upgrading, promotion, transfer, layoff, discipline, discharge, or otherwise because of race, creed, color, national origin, sex, age, marital status, or political beliefs.

The Company will not interfere with the right of its employees to become members of the Union. Neither the Company nor any of its agents will exercise discrimination, interference, restraint or coercion against any representative of the Union because of such representation.

ARTICLE III - UNION SECURITY

SECTION 1. UNION SHOP. All present employees who are members of the Union shall, as a condition of continued employment, maintain their membership

Article III Cont.

in the Union during the life of this agreement through regular payments of initiation fees and dues to the Union. The Company may hire new employees who do not belong to the Union, but all new employees and all present employees who are not members of the Union shall, as a condition of continued employment, join the Union 30 calendar days after the date of employment or the effective date of this agreement, whichever is later, and shall thereafter maintain membership in the Union during the life of this agreement through regular payments of initiation fees and dues to the Union.

Notwithstanding a new employee's obligation to join the Union after (30) calendar days, each new employee must satisfactorily complete a probationary period consisting of six calendar weeks of employment as reflected in Section 1 of Article IX. During this probationary period, a new employee will not be covered by the terms of this agreement and will not have recourse to the grievance procedure established by this contract in the event that he is discharged by Management. However, the Company agrees that for informational purposes, the Union will be advised of the release and/or discharge of any probationary employee.

SECTION 2. NON-DISCRIMINATION IN UNION MEMBERSHIP. The Union agrees that membership in the Union will be available to each employee on the same terms and conditions generally applicable to other members of the Union. The Union further agrees that the Company will not be requested to terminate the services of any employee who has been denied membership in the Union or be

Article III Cont.

requested to terminate the services of any employee for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership.

SECTION 3. UNION MEMBERSHIP CESSATION.

The Union will notify the Company in writing of any employee who, during the life of this agreement, shall cease to be a member of the Union in good standing. Such notice shall be supported by an affidavit of the Secretary of the Local Union to the truth of the facts contained therein. Such employees will be discharged within two (2) days after receipt of said affidavit.

SECTION 4. CHECKOFF. The Company agrees to deduct from the earnings of each Union member, after the payroll deductions required by law, an amount equal to the regular initiation fees and membership dues of such member, provided the employee on whose account such deductions are to be made shall have filed a written assignment with the Company authorizing such deductions. The Union agrees to provide the necessary assignment-of-wage forms. The amounts so deducted by the Company for initiation fees and dues shall be remitted each month by the Company to the Union, in the case of special emergency dues levied by the International Union, the Company agrees, upon proper notification, to make bi-weekly deductions of such dues. If for any reason an employee's dues are not deducted in the scheduled pay period, the Company will deduct these dues on his first pay period following.

ARTICLE IV - MANAGEMENT

SECTION 1. GENERAL. The management of the work and the direction of the working forces, including the rights to hire, promote, transfer, suspend, or discharge *for just cause*, are vested exclusively in the Company. The operations throughout the plant shall be determined by the Company, including the rights to decide the nature, means, and methods of operations.

SECTION 2. PRODUCTION STANDARDS. Production standards shall be established on the basis of fairness and equity consistent with the quality of workmanship, efficiency of operations, and the reasonable working capacities of normal operators. The Union shall have the right to process grievances involving disputed production standards through the grievance machinery set up in this contract, but not including arbitration.

SECTION 3. SUB-CONTRACTING. The Company reserves the right to continue to contract out certain building repair, maintenance and tooling work, as has been the custom, to sub-contract production work which may be over and above the acceptable burden for its regular facilities for any particular type of work. However, this will not be used for the purpose of reducing the work force or reducing overtime.

ARTICLE V - REPRESENTATION

SECTION 1. UNION BARGAINING COMMITTEE.

In all matters of collective bargaining, the Union shall be represented by a Bargaining Committee, which shall likewise act as the Grievance Committee, of six (6) persons, who shall include in their number the president of the Union, a minimum of one (1) Committeeman representing employees at Plant #16 and a minimum of one (1) Committeeman representing employees at Plant #19.

In administration of the grievance procedure as provided for in Article 6, Section 1-B of this agreement, committeemen shall function only within the plant at which they are actively employed.

SECTION 2. UNION STEWARDS. For the purpose of collective bargaining, as it pertains to the grievance procedure, the employees shall have the right to be represented by stewards as specified below.

A. DAY SHIFT

MANUFACTURING DEPTS. STEWARDS

Plant 16

Forge	1
Fabrication-Buffing	1
Fabrication-Mechanical	1
Fabrication-Anodize	1
Extrusion	1
Shipping & Receiving	1

Article V. Cont.

STEWARDS

Maintenance, Tool Room,
Buildings & Grounds,
Die Repair, Sample Maker
& Layout Insp. 1

Inspection Department 1
Paint Department 1

Plant 19

Piston Machine Shop 1
Inspection 1
Inspect & Pack 1
Tool Room & Maintenance 1

B. AFTERNOON SHIFT.

MANUFACTURING DEPTS. STEWARDS

Plant 16

Forge 1
Fabrication-Buffing 1
Fabrication-Mechanical 1
Fabrication-Anodize & Paint 1
Extrusion (including Shipping
and Receiving) 1
Inspection Department 1
Maintenance, Tool Room and
Die Repair 1

(Any department with less than five (5)
employees per shift will be represented
by the Forge Steward, unless the Union
and the Company agree to a different
representation arrangement.)

Article V. Cont.

Plant 19	STEWARDS
Piston Machine Shop	1
Inspection	1
Inspect & Pack	1
Tool Room & Maintenance	1

(The Union may designate one of the afternoon shift stewards to function as chief steward for his shift in each plant.)

C. MIDNIGHT SHIFT.

MANUFACTURING DEPTS. STEWARDS

Plant 16	
Forge	1
Fabrication-Buffing & Mechanical	1
Extrusion and Die Repair	1

(Any department with less than five (5) employees per shift will be represented by the Forge Steward, unless the Union and the Company agree to a different representation arrangement.)

It is understood and agreed between the parties that it may be necessary to change the schedule for steward representation because of changes in productive operations or conditions. Any such changes shall be negotiated between the Company and the Union.

ARTICLE VI - GRIEVANCE PROCEDURE

SECTION 1. GRIEVANCE STEPS. For the purpose of this Article, a grievance shall be defined as a complaint against the Company in regard to the interpretation or application of this agreement or a complaint in regard to working conditions within the Plant or on Company premises. The grievance procedure shall be as follows:

- A. **STEWARD-FOREMAN STEP.** The employee or a representative of a group of employees, or the steward of the department, or both, shall take the grievance up with the foreman of the department. If it cannot be settled verbally, it shall be presented in writing to the foreman of the department within three (3) working days. The foreman shall give his decision in writing within two (2) working days after the grievance is received.
- B. **BARGAINING COMMITTEEMAN SUPERINTENDENT STEP.** In the event the grievance is not settled with the department foreman, the steward and a member of the Bargaining Committee shall present said grievance to the superintendent in writing. Such written grievance shall be presented within three (3) days (working days) following the foreman's decision. The superintendent shall give his decision in writing within three (3) working days after receiving the grievance in writing.
- C. **BARGAINING COMMITTEE-PERSONNEL MANAGER STEP.** In the event the grievance

Article VI Cont.

is not settled with the superintendent, it will be referred to the Personnel Manager in writing within three (3) working days following the superintendent's decision. The Personnel Manager will place the grievance on the Agenda for decision between the Bargaining Committee and Plant Management at the next regularly scheduled Union-Management meeting, unless the issue is tabled by mutual agreement.

Union-Management meetings shall be scheduled on the second Thursday of each month at 10:00 a.m., providing there are grievances to consider and the issues are listed on an Agenda presented to the Company by noon on the Tuesday prior to the meeting day. The meeting date may be changed by mutual agreement. Minutes of each Union-Management meeting shall be given to the Committee and results posted in the plant no later than Wednesday noon following the meeting. If the Company or Union representative designated herein to make the presentation of and decision on the grievance are not available, an additional five (5) working days shall be allowed. If the grievance is one which presents a possible continuing liability or is of an urgent nature, a special meeting may be held. The International Representative of the Union and the Company Director of Industrial Relations, or his representative, may also attend meetings at this step of the grievance procedure.

Article VI Cont.

- D. ARBITRATION. If the grievance is not resolved as provided in sub-section C hereof, it may, by written notice directed by one party to the other, be referred to arbitration. Such notice shall be given within (20) days after the receipt of the final written decision of the Company.

Grievances concerning the interpretation or application of this agreement, except those dealing with wages, production, standards, and health and safety, may be appealed to arbitration.

Selection of the arbitrator shall be done by the local Management and the Union jointly petitioning the Federal Mediation and Conciliation Service for a panel of five (5) names from which the Union and the Company shall alternately strike one name from such panel until one remains. Such remaining person shall act as the arbiter.

The decision of the arbitrator shall be in writing and shall be final and binding upon both parties. One copy of the arbitrator's decision shall be sent directly to the International Union, Arbitrator Service Department, 8000 E. Jefferson Avenue, Detroit, Michigan.

The Company and the Union shall share equally the compensation and expenses of the arbitrator. All other arbitration expenses, including the payment of

Article VI Cont.

witnesses, shall be borne by the party incurring them.

The arbitrator shall have authority to interpret this agreement for the purpose of settling grievances, and he may modify penalties assessed by the management in disciplinary discharges and layoffs; but he shall have no authority to add to or subtract from or change this agreement or to arbitrate wages, production standards, or health and safety.

- E. TIME LIMITS: It is understood that time limits established between steps of the grievance procedure may be extended by mutual agreement. In the event the Union fails to either request an extension of the time limits or appeal a grievance to the next step within the time limits, the grievance shall be considered resolved on the basis of the Company's last answer in the preceding step of the grievance procedure. Failure of the Company to either request an extension of grievance procedure time limits or to respond to a grievance within the time limits established in subsections A and B of this Section 1 will cause the grievance to be automatically advanced to the next grievance procedure step; however, in no case will such a grievance be automatically advanced into the arbitration step of the grievance procedure. When a grievance has been satisfactorily settled, the terms of the settlement shall be reduced to writing and copies furnished to both parties.

Article VI Cont.

F. RETROACTIVITY. Any claims, including claims for back wages by an employee covered by this agreement, or by the Union against the Company, shall not be valid for any period prior to the date the grievance was first filed. In any case, the claims shall be limited to (30) days retroactive to the date the grievance was first filed.

Deductions from an employee's wages to recover overpayments made due to Company error shall be limited retroactively to a period not to exceed (30) days prior to the date the employee was first notified of the overpayment.

SECTION 2. PAY FOR UNION TIME. Members of the Union Bargaining Committee and stewards will be paid for time spent in grievance settlement, provided, in the opinion of Management, the privilege is not abused.

Time spent in meetings with Management on grievances outside the employee's regular eight (8) hour shift will be paid for by the Company only if the Company requests that the meeting be continued beyond the employee's regular quitting time.

In the event that a shop committeeman assigned to work during other than day shift working hours is scheduled to attend a meeting with Management during day shift working hours within the regular work week, he will be paid as herein specified and his plant work schedule for that day will be reduced by the amount of

Article VI Cont.

time spent in the meeting with Management. In no case will the shop committeeman affected be entitled to any special pay premiums under this agreement's Article XI, Section 1(A) as a consequence of attending such meetings.

Union negotiating committee members will be paid by the Company for regular work time missed during the normal work week as a result of labor agreement negotiations with Management.

The rate of pay for Union representatives while settling grievances and while meeting with Management will be their hourly rate.

SECTION 3. PERMISSION FOR UNION TIME.

No Union representative shall seek grievance settlement or use any time for grievance investigation without first receiving permission from his foreman. Any Union representative authorized to function in a department in which he is not himself employed must notify his own foreman before leaving his job or department and must check with the supervisor of the department to which he is going before proceeding further. The Company will recognize only the Union representative(s) designated to handle grievances in the appropriate step of the procedure.

SECTION 4. PAY RATE, PRODUCTION STANDARD AND HEALTH & SAFETY

GRIEVANCES. Any grievance concerning a rate or production standard which cannot be settled with the foreman or the superintendent shall be immediately reduced to writing and

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presented by a Union Bargaining Committee member to the Company representative in the third step. The Company will promptly investigate and attempt to resolve such grievance. If the Union requests that an Industrial Engineer or Time Study Man from the International be given an opportunity to investigate the disputed standard, such representative shall be allowed access to observe the job in dispute upon application to the Company in advance of the date of plant entry. He will, likewise, be permitted to check with the Company Industrial Engineer; and, in such case, it is agreed to hold the grievance in the third step until this can be accomplished. The same procedure will be followed at the Union's request by the International Compensation and Safety Department Representative in grievances at the third step level involving health and safety.

SECTION 5. OFF-SHIFT PLANT ENTRY.

When entering the plant on his own time for the purpose of investigating a grievance on an off-shift, the president, or his alternate in case of the president's absence, shall sign in with the plant guard or plant supervision and report first to the supervisor on the shift. When entering a department for the purpose of this investigation, the president, or his alternate in case of the president's absence, will make his presence known to the department supervisor and will not discuss the grievance with any employee without first notifying the supervisor.

Article VI. Cont.

SECTION 6. APPEALS. It is agreed that if the UAW International Executive Board, Public Review Board, or Convention Appeals Committee, or any agency or court, decides that an employee's grievance was improperly withdrawn from the grievance procedure by the Union, the grievance shall be reinstated in the grievance procedure at the step from which it was withdrawn.

If such a grievance is arbitrated and decided in the employee's favor, the Company shall not be required to pay back pay for the period between the withdrawal and reinstatement of the grievance.

ARTICLE VII - STRIKES AND LOCKOUTS

The Company agrees that during the term of this agreement there shall be no lockouts until all of the grievance procedures, including arbitration, have been exhausted, and in no case on which the arbitrator shall have ruled, and in no other case on which the arbitrator is not empowered to rule until after negotiations have continued for three (3) days. A layoff due to lack of work shall not be construed as a lockout.

The Union agrees that during the term of this agreement there shall be no strikes, slowdowns, or stoppage of work until all the grievance procedures, including arbitration, have been exhausted, and in no case on which the arbitrator shall have ruled, and in no other case on which the arbitrator is not empowered to rule, until after negotiations have continued

Article VII Cont.

for three (3) days, and not even then unless authorized by the International Union, U.A.W.

ARTICLE VIII - DISCIPLINE AND DISCHARGE

SECTION 1. GENERAL. It is mutually agreed that the Company may adopt and publish rules of conduct for all employees governing their conduct while upon the premises of the Company, provided that such rules are not contrary to the terms of this agreement.

SECTION 2. RULE VIOLATION PENALTIES. Any employee of the Company who violates the published rules of conduct or other reasonable published requirement of the Company shall be subject to disciplinary action by the Company up to and including discharge.

SECTION 3. DISCIPLINE PENALTY LIMIT. It is recognized that an employee should be allowed to improve his status; therefore, disciplinary action shall relate only to those violations of the immediate past nine (9) calendar months. Furthermore, when an employee has received no disciplinary action for a nine (9) month period, his record shall be cleared.

SECTION 4. DISCIPLINARY HEARINGS. An employee who is removed from his work or called to an office for interview regarding unsatisfactory work or conduct or for violation of shop rules shall be represented by a steward or committeeman. The employee will be informed of his right to such representation.

Article VIII Cont.

The Company agrees to permit any seniority employee who has been disciplined by layoff or discharge to present his case to Management at the earliest possible date.

An employee will be suspended from work in the event violation of a plant rule warrants consideration of discharge. Imposition of the discharge penalty or of any lesser penalty Management may subsequently decide to impose will be delayed until after a Union-Management meeting, providing the Union Committee requests such meeting promptly subsequent to notification.

SECTION 5. DISCIPLINARY PROTESTS. In the event a discharged or disciplined employee desires to have the Union review the case with the Company, the matter will be handled in accordance with the grievance procedure as outlined in Article VI hereof.

SECTION 6. DISABILITY PLACEMENT OPTION. A seniority employee physically unable to fulfill the requirements of his job shall not be subject to discharge until after he has had a reasonable chance to qualify for other work in the same department or plant.

SECTION 7. ABSENTEEISM AND TARDINESS. Upon accumulating a total of five (5) points for unexcused absence and/or tardiness in a six (6) month period, employees will be issued a written warning. On the sixth (6th) point, employees will be issued a one (1) week disciplinary layoff, and on the seventh (7th) point, employees may be discharged.

Article VIII Cont.

Employees shall be notified in writing within four (4) working days of the occurrences ~~whenever~~ they are charged with points for absenteeism or tardiness.

Absence due to illness will not be counted provided the employee has a good attendance record overall and provided further that excessive time off because of illness does not result from such consideration.

Absence due to accident or death in the immediate family will not be counted if acceptable proof is presented.

Employees who have no unexcused absences or tardiness for a period of six (6) calendar months will have their records cleared.

For the purpose of arriving at the number of points for unexcused absence and/or tardiness as referred to above, each day of unexcused absence will be counted as one (1) and each unexcused tardiness of less than one (1) hour will be counted as one-quarter (1/4) and each unexcused tardiness of one (1) hour or more will be counted as one-half (1/2).

Upon advance application to the foreman, an employee may be given an excused absence if he presents an acceptable reason. Such requests will be approved or disapproved by the foreman as soon as possible, but in no case later than the end of the shift on which the request was made.

ARTICLE IX - SENIORITY

SECTION 1. PROBATIONARY PERIOD. All employees are probationary until they have completed six (6) calendar weeks of employment. After such period, they shall be considered seniority employees.

SECTION 2. SENIORITY DEFINITIONS & APPLICATION. Each employee covered by this agreement shall have plant seniority and home department seniority. Both shall be equal to the total length of service with the Company.

Home department seniority will apply to the department into which an employee is hired or into which he is transferred at his request as hereinafter provided. By virtue of home department seniority, an employee will be afforded all seniority privileges to which this agreement makes reference; seniority privileges of employees placed into departments other than their respective home departments will be as per Article's Section 5(C).

SECTION 3. SENIORITY COVERAGE: Seniority lists cover the following departments:

Plant 16

Maintenance	Forge
Tool Room	Shipping & Receiving
Fabrication-Mechanical	Building & Grounds
Fabrication-Anodize	Laboratory Helpers
Buffing	Inspection
Paint	Sample Maker
Extrusion	Layout Inspector
Extrusion Die Repair	

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Plant 19

Piston Machine Shop
Floor Inspection
Inspect and Pack
Tool Room
Maintenance

SECTION 4. PERMANENT WORK FORCE INCREASES. The procedure reflected within this Section 4 will be followed when the work force is to be increased for an undetermined period of time except as follows:

1. Classifications identified with Maintenance Journeyman and Apprentices, Tool and Die Journeyman and Apprentices, Extrusion Die Repairmen and Trainees, Sample Makers and Layout Inspectors, will be increased in accordance with this Agreement's Article XVII.
2. Classifications identified as Fab Set-Up Man, Piston Set-Up Man, Floor Inspector, Extrusion Press Operator, Forge Press Operator, Screw Machine Operator & Set-Up and Set-Up Lineman, will be increased in inverse order of the provisions of this Agreement's Article IX, Section 5, Sub-Section A.

Sub-paragraphs of this section are reflected in priority order.

- A. JOB CLASSIFICATION BIDS. Employees of the department wherein an opening exists will be returned to job classifications

Article IX Cont.

obtained through the bidding procedure to which reference is made in this section's sub-paragraph B in line with their department seniority.

B. JOB POSTING WITHIN THE DEPARTMENT.

If an opening is not filled through this section's sub-paragraph A, employees of the department wherein an opening exists will be afforded the first opportunity to fill an open job. A notice of job opening and required qualifications will be posted on the bulletin board of the Department in which such opening exists for two (2) working days. Employees of the department in which such opening exists who sign the bulletin board notice will be considered for the job opening. Employees shall be considered for the job on the basis of department seniority. The most-senior bidder will not be awarded a posted job if he has failed to satisfactorily perform the job on a previous occasion, and, if, since failing to perform the posted job satisfactorily, he has not performed other work within the plant which would warrant affording him another opportunity to perform the posted job, or if he is not qualified to perform job duties. Job qualifications, length of trial period, and whether the employee has satisfactorily completed the trial period shall be determined by the Company.

Job openings which are created by absenteeism, leave of absence, and vacation will not

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be posted; however, job openings caused by extended medical leaves of (30) and more calendar days will be posted and seniority rights of successful bidders will be as per this Article's Section 5(C), providing seniority permits, an employee who returns from extended medical leave will be placed into the job classification and department he vacated in his/her plant. The employee who filled the temporary vacancy caused by an extended medical leave will be reassigned either to the "Production Helper" classification (entry level classification at the Engine Piston Machining Plant) or an open job in his plant which has not been filled by the job posting procedure.

Permanent job transfers shall be effective on the Monday following reassignment.

- C. HOME DEPARTMENT RECALL. If an opening is not filled through this section's subparagraphs A and B, an active payroll employee with home department seniority within the department wherein the job opening exists who is working in another department will be transferred. The phrase "home department recall" includes all employees who were transferred into a department at their request, whether or not such employees completed (30) or more calendar days of employment. An employee whose inter-department transfer request has been honored will not be recalled to his immediately preceding home department during his first (30) days

ARTICLE IX Cont.

within his new home department. An employee must accept recall to his home department.

- D. **EMPLOYEE JOB TRANSFER REQUESTS.**
In the event that an opening cannot be filled through this section's sub-paragraphs A, B, or C, employee initiated job transfer requests for work in another department and/or plant will be reviewed. The effect of honoring an employee request for inter-department and/or plant transfer will be to change his home department for purposes of seniority administration under this agreement's terms.

Employees may apply for a transfer at the Personnel Department for departments outlined in Section 3 other than their own (*except Skilled Trades and Inspection*). An employee requesting transfer to a different department and/or plant shall be considered on the basis of plant seniority. The most senior-bidder will not be awarded a job opening if he has failed to satisfactorily perform the job on a previous occasion, and, since failing to perform the posted job satisfactorily, he has not performed other work within the plant which would warrant affording him another opportunity to perform the posted job. Employees so transferring must follow the established procedure of job progression to quality for promotion. The Company reserves the right to retain an employee who otherwise would be transferred for a reasonable length of time in order to train his replacement. The Company will promptly attempt

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to obtain and train such replacement.

Requests for all transfers must be initiated by Wednesday of the week preceding the week in which the transfers take place.

All employees transferred to a job in another department, as outlined in Section 3, shall retain their seniority in the old department for a period of (30) calendar days and shall start accumulating seniority in the new department the first day. After the (30) calendar days' service in the new department, the transfer shall be considered permanent, and an employee's seniority in the new department shall equal his total length of service in the plant.

Subsequent to granting an employee's request for inter-department transfer, all time worked in the new home department will count toward fulfilling the (30) calendar day requirement, even though such work time may be interrupted by temporary transfer, temporary layoff, or permanent layoff.

In the event an employee who has requested and received a transfer to another department is laid off from the new department before completing (30) calendar days of service, he shall be credited with the number of days worked in the new department, and, upon recall, must complete the number of days needed to total (30) calendar days before being given full seniority in

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the new department. When several employees with fewer than (30) calendar days of service are laid off from a department which they have requested (i.e., their new home department), recall priority shall be in order of the most calendar days completed prior to layoff. An employee laid off from his regular department must return to such department when recalled and will maintain and accumulate seniority in his original department only.

An employee requesting and receiving an interplant transfer under this section will not be considered for another interplant transfer for six (6) calendar months.

The number of employees transferring from Plant #16 to Plant #19 shall be limited to not more than 20% of the employees in a classification during any 60 day period except by mutual agreement of the Company and the Union.

- E. JOB POSTING PLANTS-wide. If an opening is not filled through this Section's Sub-Paragraphs A through D, the opening will be posted at both Plants 16 and 19. Employees shall be considered for the job on the basis of their Bargaining Unit Seniority. The most senior bidder will not be awarded a posted job, if he has failed to satisfactorily perform the job on a previous occasion, and, if, since failing to perform the posted job satisfactorily, he has not performed other work within the Plants which would warrant affording him another opportunity to perform the posted

Article IX. Cont.

job, or if he is not qualified to perform job duties. Job qualifications, length of trial period, and whether the employee has satisfactorily completed the trial period shall be determined by the Company.

F. LEAST SENIOR EMPLOYEE. If an opening is not filled through this Section's Sub-Paragraphs A through E, the least senior employee within the Plant where the opening exists will be placed into the job.

G. RECALL FROM INACTIVE STATUS. In the event a job opening cannot be filled through this section's sub-paragraphs A through F, the inactive payroll employee with the most plant-wide seniority will be recalled to active employment.

Recalled employees must accept the first open job.

H. NEW HIRE. If an open job cannot be filled through this section's sub-paragraphs A through G, the Company may hire a new employee to fill the job vacancy.

SECTION 5. PERMANENT WORK FORCE REDUCTION. The procedure reflected within this Section 5 will be followed when the work force is to be decreased for an undetermined period of time, except that job classifications identified with Maintenance Journeyman, Tool & Die Journeyman and Apprentices, Extrusion Die Repairman, Sample Maker, Layout Inspector and Trainees will be decreased in accordance with this agreement's Article XVII.

A. LAYOFF SEQUENCE. Employees will be

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reduced from classifications and departments to the end that those employees with the least plant-wide seniority will be laid off from the active payroll. However, employees in the following classifications shall be reduced out only when displaced by an employee qualified to perform the work without training:

Fab Set-Up Man	Forge Press Operator
Piston Set-Up Man	Screw Machine Operator
Floor Inspector	& Set-Up
Ext. Press Operator	Set-Up Lineman

Layoffs will be effected in accordance with the following sequence which is reflected in priority order:

1. Probationary employees within the department.
2. Employees working in the department under alternate placement (i.e., this Article's Section 5B).
3. The least-senior employees with departmental seniority, whether placement was obtained through hiring or through employee-initiated transfer requests (i.e., this Article's Section 4D).
4. *A senior employee in a classification and department being reduced in conjunction with a plant layoff may volunteer for layoff by notifying his/her supervisor. A senior employee who elects voluntary layoff will be laid off for a minimum period of 90 calendar days unless recalled through the normal recall procedures in Article IX, Section 4, or to the classification vacated by such employee, or his home classification is increased.*

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However, employees in the Production Helper Classification who elect voluntary layoff, and who are thereafter recalled under these provisions, shall be subject to recall only when the total plant work-force increases.

Employees who elect voluntary layoff may, after ninety (90) days, exercise their seniority to bump back into the Plant as permitted by seniority and qualifications. However, such employee must report in person to the Personnel Department and give a five (5) day notice of intent to return. When an employee signs a request to return and bump, such request cannot be withdrawn. Requests must be made on the first scheduled work day of the week.

An employee returning from voluntary layoff will have the same rights to recall or bumping as an active employee.

- B. **ALTERNATE PLACEMENT.** An employee reduced from his home department will be placed into other jobs or on layoff from the plant in accordance with the following:
1. Providing an opening exists, such employee must accept placement into an open job within another department in his/her plant which he can perform without training. In the event an opening within another department in the same plant does not exist, and the reduced employee chooses not to bump, or cannot bump by virtue of insufficient seniority, such employee will be placed on the inactive payroll as a layoff.
 2. If an open job does not exist, and the employee does not elect layoff under

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Step 1 above, such employee will replace the employee on the active payroll with the least plantwide seniority in his/her plant, providing he can perform required job duties without training.

3. In the event an employee being reassigned under Step 2 above, is the least senior employee in his/her plant, such employee may in that event replace (i.e. bump) the least senior employee in the other plant represented by Local Union 1402, seniority permitting.
4. An employee being reassigned under Step 3 above, may elect voluntary layoff in lieu of bumping the least senior employee in the other plant, providing such displacement would result in layoff of the junior employee.

In all cases, (except as noted in Sub-Section A above) the employee with the least plantwide seniority will be removed from the active payroll regardless of whether or not they have home department seniority within the department from which they are displaced.

If an employee chooses to exercise his bumping privilege and remains in the plant, he may then (if he has suffered reduction in pay by bumping) apply to the Personnel Department for a higher paying job within his/her plant, if he has previously satisfactorily performed

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such job in this plant. If such a job is held by an employee with less plant-wide seniority, he will be assigned to the job and shift held by the most junior employee in such classification. Bumps will become effective at the start of the next pay period immediately following exercise of the privilege.

- C. SENIORITY PRIVILEGES UNDER ALTERNATE PLACEMENT. An employee who is placed into a department other than his home department for up to (30) calendar days under this agreement's terms may not bid for an open job within the department, may initiate a request for transfer to another department, must accept temporary transfers and may not share in overtime opportunities except as a "qualified volunteer" under this agreement's Article XI, Section 1F.

An employee who is placed into a department other than his home department for (30) or more calendar days may bid for open jobs within the department, initiate requests for inter-department transfers, exercise shift preference, and share in departmental overtime opportunities as per this agreement's terms. In addition, such employee will retain recall rights to his home department, layoff from which resulted in his placement into an alternate department. In the event an employee on alternate placement for (30) or more calendar days is awarded a bid job, his home department will become the one into which he was alternately placed and his recall right to his immediately preceding

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home department will cease. All time worked under alternate placement within another department between layoff from home department and recall to home department will count toward fulfilling the (30) calendar day requirement, even though such work time may be interrupted by subsequent alternate placements, temporary transfers, temporary layoffs, or permanent layoffs; however, all such work time will be permanently lost when an employee is recalled to his home department.

SECTION 6. TEMPORARY TRANSFERS.

Temporary transfers of active payroll employees on a shift may be made for up to and including five (5) consecutive working days in accordance with this Section 6. The Company will establish from which department and job classification employees may be spared. Temporary transfers within a department will be offered to qualified employees of the classification from which employees may be spared in order of seniority; however, the least-senior qualified employee will be obliged to accept such transfers.

Temporary transfers between departments will be offered to qualified employees of the department and classification from which employees may be spared in order of seniority; however, the least-senior qualified employees will be obliged to accept such transfers. A temporarily transferred employee may not bid, may initiate interdepartment transfer requests, may not exercise shift preference, and may not share in overtime opportunities except as a "qualified volunteer" under this agreement's Article XI, Section 1F.

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In the event the Company transfers an employee to a temporary job, the employee so transferred shall take the rate of pay of his original job or the rate of pay of the job to which transferred, whichever is higher.

SECTION 7. PREFERENTIAL SENIORITY.

All persons elected or appointed to hold local Union positions must be employees of the Company. The president, vice president, and members of the Bargaining Committee of the Union shall head the seniority list during their terms of office, but shall be returned to their original standing upon termination of their service on said Committee or in said office. The president and members of the Bargaining Committee shall be assigned to shifts of the Union's choice within their respective job classifications during their term of office, but, such Union officers shall be assigned a shift according to their seniority upon expiration of their terms of office. Stewards shall head the seniority lists in their respective departments or districts during their terms of office. The Local officers, committeemen, and stewards shall in the event of a layoff be continued at work as long as there is a job in their respective departments which they are able to do without training. Seniority under this section will apply to layoff and recall only.

SECTION 8. SUPERVISORS-SENIORITY & BARGAINING UNIT WORK. On and after Sept. 3, 1975, a bargaining unit employee (i.e., an included employee) who accepts a transfer to a job with the Company which is not covered by the labor agreement (i.e., an excluded job) will cease to accumulate seniority under this

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contract six (6) consecutive calendar months immediately following the date of transfer to an excluded job and will retain the seniority accumulated until such time as service with the Company is terminated. On and after Sept. 3, 1975, a bargaining unit employee who occupies an excluded job will continue to accumulate seniority under the labor agreement for six (6) consecutive calendar months, after which seniority accumulation will cease, and he shall retain the total amount of seniority accumulated as of that date.

An excluded employee with seniority under this Agreement will be placed into work covered by this contract at his or the Company's election, such placement will be into any open job which he can perform, or, if none exists, into any non-posted job held by the least senior employee on the Plants-wide Seniority List.

Foremen and supervisory employees shall not perform work normally done by bargaining unit workers, except in case of emergency or for instruction or experimental purposes.

SECTION 9. TEMPORARY LAYOFFS. If, due to acts of God or to circumstances beyond the Company's control, the work force must be temporarily reduced, employees may be laid off for up to and including five (5) consecutive working days. Senior employees of the affected department and shift will be given preference for available work, and the least senior employees of the affected department and shift will be laid off providing senior employees are able to perform required work. Temporarily laid off employees will not be privileged to bump.

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SECTION 10. RECALL NOTIFICATION.

Employees shall be notified of their recall to work by either personal message, telephone, or telegraph, confirmed by certified mail, return receipt requested. Upon being recalled, employees who fail to report for work within the period outlined in Section 11, Item D, of this Article, shall be considered to have voluntarily quit.

SECTION 11. SENIORITY BREAKOFF.

Seniority is broken under the following conditions:

- A. When an employee quits.
- B. When an employee is discharged.
- C. Being laid off the Company payroll continuously for a period as follows:
 - 1. One (1) year for seniority employees with less than One (1) year seniority at the time of layoff.
 - 2. For a period of time equal to the length of seniority at the time of layoff, up to a maximum of three (3) years for employees with one (1) to three (3) years' seniority.
 - 3. Employees with more than three (3) years' seniority may obtain protection for an additional two (2) years (making a total maximum of five (5) years from date of layoff) by indicating to the

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company in writing that it is their intention to return to work when recalled. Such notice must be given to the Company and the Union by registered mail fifteen (15) days following the three (3) continuous years of layoff referred to above.

- D. Failure to notify the Company of intention to return to work within three (3) days after receiving notice sent by the Company through certified mail, return receipt requested, and failure to return to work within (5) days from receipt of notice from the Company. No employee shall lose his seniority if failure to return to work when called is caused by sickness or accident, provided that the Company is notified thereof within three (3) days from the time notice is received and provided: further, that such employee upon his recovery shall immediately report to the Company for work. The chairman of the Bargaining Committee of the Union will be notified in writing of any employee's failure to report for work within three (3) days after notice has been received. In the event that the United States Postal Service returns such notice as undeliverable at the address last reported by the employee to the Company, as per this contract's Article XVI, Section 10, his seniority will be terminated.
- E. Failure to come to work for three (3) consecutive days without properly notifying the Company and without giving acceptable reason for such absence.

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- F. When an employee retires and receives a non-disability pension under the pension plan.
- G. Failure to report for work within (90) calendar days after receiving a military discharge, provided, however, that discharged servicemen on medical leave of absence shall not be subject to the provisions of this sub-section.
- H. Failure to report for work upon the expiration of a leave of absence without giving an acceptable reason.

SECTION 12. SENIORITY LISTS AND UNION OFFICER LISTS. The Company will furnish to each member of the Bargaining Committee and stewards a complete plant seniority list each three (3) months. Copies will be posted on the bulletin boards. The Company will maintain in the Personnel Department a master seniority list which will be kept up to date at all times. Two (2) or more employees having the same date of first employment shall, for all seniority consideration be listed as follows:

Day Shift employee ranks first, and Afternoon employee ranks second, and Midnight Shift employee will be given the following day's date. If two (2) or more employees begin work on the same shift, they will rank according to the order in which the employment paperwork is completed. If transferred to another department, they will be ranked according to the plant-wide master seniority list.

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The Company will furnish to the Union each month a list of additions or deletions.

The recording Secretary of the Union will provide the Company with an up-to-date written list of committeemen, officers, and stewards each three (3) months and/or whenever there are changes.

SECTION 13. Shift Preference.

Once each three (3) months, employees having departmental seniority may make application for transfer to another shift in the same classification and department as they are working at time of application. Such applications will be made in writing to the Personnel Department. No further changes will be made for a period of three (3) months unless an opening in the same classification and department should occur on another shift during such period. In the event such an opening occurs, preference will be given to the longest-seniority employee who has made application for that shift. It is recognized that where necessary an experienced employee shall be assigned an off shift for the time required to train a new employee.

SECTION 14.. HUMANITARIAN PLACEMENT.

When an employee's absence from work is due solely to his being incapacitated for work through accident or occupational disease arising out of and within the scope of employment, he shall not lose seniority and shall be returned to work in accordance with his seniority as nearly as may be practicable, as if he had not suffered such disability, provided

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he returns to work within five (5) years or a period of time equal to his seniority, whichever is greater, and is able to perform work available to him when he returns. In the event that he is so incapacitated as not to be able to perform his regular work, he may be employed in other work which is available and which he can perform without regard to the seniority provisions of this agreement.

ARTICLE X - LEAVES OF ABSENCE

SECTION 1. ELIGIBILITY. An employee requesting a leave of absence for more than one (1) day shall make application therefor in writing, on a form provided for that purpose, to the supervisor of the department in which he is employed. Employees must have six (6) months or more seniority to be eligible for consideration of a leave of absence, except in those cases where definite proof is provided that they are unable to work due to emergency or sickness. A Union committeeman will be advised if the Company denies an emergency leave request.

SECTION 2. GENERAL LEAVES. Leaves of absence for reasons other than medical or for vacation may be granted at the discretion of the Company to any employee for such period as the Company may determine, but not exceeding two (2) months. When a leave of absence is granted to an employee, before it shall become effective, he and the Union shall be furnished with a written notice of the duration of such leave. The employee must state the reasons he desires a leave on his application. It is agreed that leaves under this section are to be granted only under special and/or unusual circumstances.

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SECTION 3. GENERAL LEAVES-DURATION :

Leaves of absence other than medical will normally be given only for periods comparable to the usual vacation allowances of one (1), two (2), three (3) or four (4) weeks per year depending on length of service of the employee concerned. An employee may use his vacation leave time as he sees fit, but leaves of absence will not be given in order or for the reason that the employee wishes to do other work, either for others or on his own farm or house or business.

SECTION 4. MEDICAL LEAVE. An employee who shall become ill and whose claim is supported by competent medical evidence shall be granted a sick leave of absence for the period of such disability provided it does not exceed three (3) years. Medical leaves precipitated by circumstances to which specific reference is made in Section 14 of this agreement's Article IX will be granted for up to five (5) continuous years or a period of time equal to the employee's seniority, whichever is greater, providing the need for such an absence is substantiated by competent medical authority.

An employee returning from a medical leave of absence must present to the Company Medical Department a return-to-work permit from the employee's personal physician. Under normal circumstances, if the medical leave of absence was of three (3) weeks or more duration, the employee will be examined by the Company physician before being allowed to resume work; however, the Company reserves the right to require examination by the Company doctor following any absence due to illness or injury. Examination by the Company doctor, when required following a medical leave of absence,

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will be handled with the least delay possible consistent with the other demands on the doctor or his substitute doctors.

If, following a leave of less than three (3) weeks duration, examination by the Company doctor is required in addition to the return-to-work permit from an employee's personal doctor, such employee will be notified of the time and place for the examination, so that work time otherwise available will not be lost. In the event the employee is approved for work by the Company doctor and otherwise available work time has been lost, the employee will be paid an amount equal to that which he would have earned during such lost time, providing the employee has notified the Company of his availability for work at the earliest reasonable time following release by his personal physician.

In any case wherein an employee has been released by his personal doctor to return to work from a medical leave of absence, and the Company doctor subsequently refuses approval for such return, and if the employee has been receiving sickness and accident benefits and/or is otherwise eligible for such benefits, those benefits will be paid until return to work is allowed or until the maximum benefit limit is reached.

SECTION 5. OTHER WORK DURING LEAVE. An employee while on leave of absence accepting employment by others for compensation without permission of the Company and the Union shall be deemed to have voluntarily quit.

SECTION 6. UNION AND POLITICAL LEAVES. Employees elected or selected to perform Union duties and employees elected to public office in

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their respective counties or states or In the United States Congress shall be granted leave of absence until such service shall end.

SECTION 7. PREGNANCY LEAVE. A pregnant employee will be granted an approved pregnancy leave of absence to become effective on the date that the condition of pregnancy interferes with an employee's ability to perform regular job duties immediately preceding the first regularly scheduled work day on which an employee is first able to resume regular job duties in a safe manner. When such a leave will commence and terminate will be determined by a doctor; however, in no case will a pregnancy leave span more than nine (9) consecutive calendar months, unless the need to extend the leave is corroborated by a written statement from a medical doctor. As is the case with any leave precipitated by medical causes, the Company may cause such employee to be examined by its medical doctor at any time before, during, or after a pregnancy leave of absence. A pregnant employee is obliged to notify the Company of the need for a pregnancy leave as soon as possible before the pregnancy leave commences and terminates.

SECTION 8. PEACE CORPS LEAVE. Any employee who has seniority and who is accepted for service in the Peace Corps shall, upon making written application, be granted a leave of absence for his first term of service in the Corps, not to exceed a period of (30) months. Seniority will accumulate during the period of such leave.

SECTION 9. EDUCATIONAL LEAVES. Employee veterans who have acquired seniority and other employees with seniority of one (1) or more years who desire to further their education may make

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application for a leave of absence for that purpose. The granting of such a leave shall be subject to mutual agreement between the Company and the Union following consideration of the applicant's length of service and type of schooling to be followed. Such a leave shall be continuous for a period not to exceed (12) months. Additional leaves of absence may be granted at the option of Management.

SECTION 10. SENIORITY CONTINUATION DURING LEAVES: Seniority shall accumulate during authorized leaves of absence.

ARTICLE XI -
WAGES, HOURS, AND OVERTIME

SECTION 1. OVERTIME. For the purpose of computing overtime premium pay, the regular working day is eight (8) hours and regular working week is (40) hours.

The working week shall be deemed to commence with the No. 1 shift Monday (7:00 p.m. Sunday to 5:00 a.m. Monday) and ends (168) hours thereafter.

Work schedules which exceed eight (8) hours per day or (40) hours per week shall be compensated for as follows:

- A. DAILY. Time and one-half will be paid for all hours worked in excess of eight (8) hours per day in any continuous (24) hours beginning with the starting time of the employee's shift and for all hours worked in excess of (40) hours per week. When hours are worked in excess of eight (8) in (24) hours because of an employee-

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requested shift change, such hours will not be considered for overtime premium pay, unless those hours otherwise qualify for such premium pay.

- B. SATURDAY. Time and one-half will be paid for Saturday Work. No employee shall be laid off during the week for the purpose of avoiding overtime payment.
- C. SUNDAY AND HOLIDAYS. Double time will be paid for work on Sundays and for work on the designated holidays.
- D. PYRAMIDING. There shall be no pyramiding of overtime pay, and allowance made for time not worked shall not be used in computing hours worked.
- E. NOTICE. When possible, the Company agrees to give nine (9) working hours' previous notice of work to be performed on Saturdays and holidays.
- F. OVERTIME WORK OPPORTUNITIES. When overtime is necessary, employees who hold the classification involved shall work the overtime period. Insofar as practical, employees working on the same operation shall have the overtime divided equitably among them. Employees may decline the overtime subject to the remainder of this paragraph. Overtime regularly scheduled for periods of time will be rotated. Daily overtime on a casual basis will be performed by the man who holds the classification and job involved. (If he is notified of the overtime work the preceding day, it will be compulsory for him to perform such daily overtime. If he is notified on the day when the overtime is scheduled to be performed, it will be voluntary.)

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Regarding Saturday overtime, the Company will follow its past practice of going outside of the department and classification scheduled to work to get qualified volunteers in the event a sufficient number of employees in the department affected do not wish to work overtime. Having done this and still not having sufficient employees willing to work the Saturday overtime, the Company will then assign the overtime work to employees in the classification in the order of inverse seniority with the junior qualified employee assigned first, etc., until the Company has obtained sufficient employees to do the work. This provision does not apply to temporary employees, nor does it apply to Sunday overtime, except that it will apply to Sunday on breakdown situations and in case of national emergency.

G. EQUALIZATION OF OVERTIME. All employees overtime hours will be adjusted to zero (0) beginning Sept. 3, 1983. The following provisions of this paragraph apply to weekend overtime.

When an entire department is scheduled to work overtime, this information will be posted on the department bulletin board by Wednesday 2:00 p.m. All employees will report for work on their regular shift unless they inform their foreman by 7:00 a.m., Thursday, that they do not want to work the overtime offered, in which case they will be charged with the equivalent overtime hours. If an employee is absent on Wednesday, he will be scheduled to work the overtime. If he is also absent Thursday, he will be deleted from the overtime schedule and charged the

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equivalent hours. The jobs will then be filled by qualified volunteers from outside the department.

When a partial department is scheduled to work, scheduled overtime will be offered to employees in their classification within the department in the order of least amount of overtime hours until jobs are filled. The determining factor in overtime assignment will be the least number of overtime hours worked or charged without regard to seniority. The first employees asked will be offered work on their regular shift until the employees' regular shifts are filled. Next employees asked will be offered work on a shift other than their regular shift. When an employee is offered overtime, he will be advised of the day, shift and job. The employee must accept or reject the overtime offer at the time the offer is made. An employee who refuses offered overtime will be charged with the equivalent number of overtime hours. If an employee is absent for any reason when the overtime is offered, he is automatically charged the equivalent overtime hours.

Two (2) lists reflecting overtime hours worked by volunteers (i.e., a plant-wide list and a departmental list) will be maintained by the Personnel Department in order to equalize overtime hours worked out of classification or out of regular department. When insufficient employees in a department volunteer to work scheduled weekend overtime, qualified volunteers from other departments will be offered overtime according to the least number of overtime hours worked or charged in departments other than

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their own. Hours included on the "volunteer" list will not be included in the department lists.

Union representatives will be charged overtime hours in the same manner as any other employee. In the event that an employee is no longer a Union representative, his overtime hours within his classification will be adjusted to the highest number of overtime hours within the classification.

When an employee is awarded a new job classification or is transferred to a different department, his overtime will be adjusted to the highest number of overtime hours within that department or classification at the time he/she physically moves.

An employee laid off from his department for not more than (30) days shall continue to be charged for overtime hours on the department volunteer list which would have been offered had the employee not been placed on layoff.

Layoffs of more than (30) days - the employee will have his overtime hours adjusted to the highest number on the volunteer list upon his return from department layoff.

An employee who accepts an overtime assignment and who fails to report for work without acceptable excuse will be charged double the overtime hours available to work.

H. UNION REPRESENTATION ON OVERTIME.
When five (5) or more people are scheduled to

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work overtime in a steward's department or district, the steward will be offered an opportunity to work provided he is qualified to do one of the jobs scheduled to be performed. If the steward is unavailable or unable to perform one of the jobs scheduled, a Bargaining Committeeman will be offered work in his place, provided he is qualified to perform one of the jobs scheduled to be done. This will be handled according to established past practice.

- I. UNION TIME AWAY FROM PLANT. No Local Union officer shall take time away from the plant for the purpose of conducting Union business except with the permission of his foreman or supervisor. Such permission shall be freely granted in the event such officer leaves the plant with permission during his work shift to perform duties for the Union, the time so taken shall, for the purpose of computing overtime pay, holiday pay, pension and vacation credits, be considered as time actually worked.
- J. UNION TIME IN CONTRACT NEGOTIATIONS. Time spent by the Bargaining Committee in contract negotiations will be counted as time worked for the purpose of pension credit, vacation hour requirements, vacation pay computations, and to satisfy the conditions for holiday pay if otherwise eligible.
- K. SUCCESSIVE SATURDAYS. An employee required to work three (3) *or more consecutive* Saturdays in accordance with the compulsory provisions of this Section shall not be

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required to work the following Saturday. Thereafter, he shall be required to work when scheduled under said compulsory terms until (3) *or more* consecutive Saturdays have again been worked.

- L. APPLICATION-PLANTS 16 & 19. The provisions of this section shall apply separately to each of the two (2) plants independent of the other.

SECTION 2. HOLIDAY PAY COMPUTATION:

Employees will be paid eight (8) hours' pay at their regular straight-time hourly rate, exclusive of night shift and overtime premium for the holidays specified elsewhere in this contract, providing they meet all of the eligibility rules set forth in this contract.

SECTION 3. SHIFT DESIGNATION

- A. An employee whose scheduled shift starts on or after 7:00 p.m., but before 5:00 a.m., shall be deemed to be working the No. 1 (Midnight) shift.
- B. An employee whose scheduled shift starts on or after 5:00 a.m., but before 10:30 a.m., shall be deemed to be working the No. 2 (Day) shift.
- C. An employee whose scheduled shift starts on or after 10:30 a.m., but before 7:00 p.m., shall be deemed to be working the No. 3 (Afternoon) shift.

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SECTION 4. REPORT PAY. Any employee permitted to report for work without having been notified that there will be no work will be given four (4) hours' work or four (4) hours' pay at his regular rate. This provision shall not apply when the lack of work is due to labor dispute at this plant, fire, acts of God, utility failures, or other causes beyond the control of the Company. Employees absent at the time notice is given that there will be no work and employees reporting for work following a leave of absence will not be entitled to call-in pay.

SECTION 5. CALL-BACK PAY. Any employees called to work will be given a minimum of four (4) hours' work in the plant or four (4) hours' pay at his regular hourly rate. Any employee called to work during a shift other than the one he is regularly working, because of an emergency, will be paid a minimum of four (4) hours' pay, and may not be required to work beyond the duration of the emergency. This will not include persons continuing work into another shift beyond their regular working hours.

SECTION 6. PAY CHECKS. Under normal conditions, day shift employee paychecks will be distributed prior to the end of the regular shift on Thursday of each week; afternoon shift employee paychecks will be distributed prior to the lunch break on Thursday of each week; and midnight shift employee paychecks will be distributed prior to the lunch break on Friday of each week. However, any such employees who receive paychecks on Thursday and who do not complete their work shift on Thursday or who do not report to work on the

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scheduled next day following receipt of said paychecks will forfeit their privilege of being paid on Thursday until they have demonstrated improved work attendance..

SECTION 7. SHIFT PREMIUM. A shift premium of (23¢) per hour will be paid to employees regularly working on the first (midnight) shift. A shift premium of (18¢) per hour will be paid to employees regularly working on the third (afternoon) shift.

SECTION 8. WAGES.

A. COMPOSITION OF HOURLY PAY RATES.

The hourly pay rates for each job classification to be paid for each hour worked and paid under this agreement's provisions during the term of the agreement are subsequently reflected.

1. Effective September 3, 1983, through September 3, 1984, all guaranteed hourly wage rates shall be those set forth in Article II, Section 8-B of the Labor Agreement which expired September 2, 1983.
2. Effective September 3, 1984, all guaranteed hourly wage rates then in effect, shall be increased by fifteen (15) cents per hour.
3. Effective September 3, 1985, all guaranteed hourly wage rates then in effect, shall be increased by fifteen (15) cents per hour.

B. Hourly pay rates by job classification during this contract's term shall be as follows:

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Effective 9/3/83 thru 9/2/84 Effective 9/3/84 thru 9/2/85 Effective 9/3/85 thru 9/2/86

Bargaining Unit Job Classifications	Start Rate	After 45 Days *	After 90 Days*	Start Rate	After 45 Days*	After 90 Days*	Start Rate	After 45 Days*	After 90 Days*
Janitor-Sweeper	9.61	9.67	9.74	9.76	9.82	9.89	9.91	9.97	10.04
Labor-Material Handler	9.73	9.80	9.86	9.88	9.95	10.01	10.03	10.10	10.16
Production Helper (Fab, Forge, Ext. Ship. & Rec., Paint Dept.)	10.00	10.06	10.14	10.15	10.21	10.29	10.30	10.36	10.44
Machine Loader	10.00	10.06	10.14	10.15	10.21	10.29	10.30	10.36	10.44
Inspect & Pack-Plt. 19	10.00	10.06	10.14	10.15	10.21	10.29	10.30	10.36	10.44
Forge Saw Operator	10.04	10.11	10.18	10.19	10.26	10.33	10.34	10.41	10.48
Forge Tumbler Operator	10.04	10.11	10.18	10.19	10.26	10.33	10.34	10.41	10.48
Ultra Sonic	10.05	10.11	10.19	10.20	10.26	10.34	10.35	10.41	10.49
Tank Maintenance	10.06	10.12	10.20	10.21	10.27	10.35	10.36	10.42	10.50
Yard Man	10.06	10.12	10.20	10.21	10.27	10.35	10.36	10.42	10.50
Baler Operator	10.06	10.13	10.20	10.21	10.28	10.35	10.36	10.43	10.50
Tool Keeper	10.09	10.15	10.22	10.24	10.30	10.37	10.39	10.45	10.52
Ext. Die-Head Man	10.09	10.15	10.22	10.24	10.30	10.37	10.39	10.45	10.52

*calendar days of employment

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Bargaining Unit Job Classifications	Effective 9/3/83 thru 9/2/84			Effective 9/3/84 thru 9/2/85			Effective 9/3/85 thru 9/2/86		
	Start Rate	After 45 Days*	After 90 Days*	Start Rate	After 45 Days*	After 90 Days*	Start Rate	After 45 Days*	After 90 Days*
Forge Belt Inspector	10.09	10.15	10.22	10.24	10.30	10.37	10.39	10.45	10.52
Fab Anodize Hoist Operator	10.11	10.17	10.24	10.26	10.32	10.39	10.41	10.47	10.51
Forge Chamfer Operator	10.12	10.18	10.25	10.27	10.33	10.40	10.42	10.48	10.55
Forge Grinder Operator	10.12	10.18	10.25	10.27	10.33	10.40	10.42	10.48	10.55
Piston Machine Grinder	10.12	10.18	10.25	10.27	10.33	10.40	10.42	10.48	10.55
Silk Screener	10.12	10.18	10.26	10.27	10.33	10.41	10.42	10.48	10.56
Line Sander Operator (Machine Operator only)	10.13	10.19	10.27	10.28	10.34	10.42	10.43	10.49	10.57
Ext. Press Utility Man	10.14	10.20	10.27	10.29	10.35	10.42	10.44	10.50	10.57
Tool Room Helper	10.14	10.20	10.27	10.29	10.35	10.42	10.44	10.50	10.57
Fab Anodize Rack Maker	10.15	10.22	10.28	10.30	10.37	10.43	10.45	10.52	10.58
Gas Welder	10.16	10.23	10.29	10.31	10.38	10.44	10.46	10.53	10.59
Torch Brazer	10.16	10.23	10.29	10.31	10.38	10.44	10.46	10.53	10.59
Block Setter-Cutter Grinder	10.16	10.23	10.29	10.31	10.38	10.44	10.46	10.53	10.59

*Calendar days of employment

Article XI Cont.

Effective 9/3/83 thru 9/2/84

Effective 9/3/84 thru 9/2/85

Effective 9/3/85 thru 9/2/86

Bargaining Unit Job Classifications	Start Rate	After 45 Days*	After 90 Days*	Start Rate	After 45 Days*	After 90 Days*	Start Rate	After 45 Days*	After 90 Days*
Lea, Sand & Deburr	10.16	10.23	10.30	10.31	10.38	10.45	10.46	10.53	10.60
Stockkeeper	10.18	10.25	10.31	10.33	10.40	10.46	10.48	10.55	10.62
Ext. Billet Saw Operator	10.18	10.25	10.32	10.33	10.40	10.47	10.48	10.55	10.62
Warehouseman	10.19	10.26	10.32	10.34	10.41	10.47	10.49	10.56	10.62
Oiler	10.24	10.30	10.36	10.39	10.45	10.51	10.54	10.60	10.66
Screw Machine Operator	10.28	10.34	10.40	10.43	10.49	10.55	10.58	10.64	10.70
Laboratory Helper	10.29	10.35	10.41	10.44	10.50	10.56	10.59	10.65	10.71
Fab Set-Up Man	10.31	10.37	10.44	10.46	10.52	10.59	10.61	10.67	10.74
Piston Set-Up Man	10.31	10.37	10.44	10.46	10.52	10.59	10.61	10.67	10.74
Floor Inspector	10.37	10.43	10.50	10.52	10.58	10.65	10.67	10.73	10.80
Hand Buffing (Separately or in combination with Deburring)	10.45	10.52	10.58	10.60	10.67	10.73	10.75	10.82	10.88
Extrusion Press Operator	10.48	10.54	10.61	10.63	10.69	10.76	10.78	10.84	10.91
Forge Press Operator	10.49	10.55	10.61	10.64	10.70	10.76	10.79	10.85	10.91
Truck Driver	10.53	10.59	10.67	10.68	10.74	10.82	10.83	10.89	10.97
Inventory	10.50	10.56	10.64	10.65	10.71	10.79	10.80	10.86	10.94
Screw Machine Operator & Set-Up	10.57	10.64	10.70	10.72	10.79	10.85	10.87	10.94	11.00

*calendar days of employment

Article XI Cont.

Skilled Job

Classifications

Extrusion Die Repair

Wage Progression
Steps

Start Rate
After 6 months
After 1 year
After 1½ years
After 2 years

Hourly Pay Rates
Effective 9/3/83
thru 9/2/84

\$11.14
11.20
11.26
11.32
11.38

Hourly Pay Rates
Effective 9/3/84
thru 9/2/85

\$11.29
11.35
11.41
11.47
11.53

Hourly Pay Rates
Effective 9/3/85
thru 9/2/86

\$11.44
11.50
11.56
11.62
11.68

Layout Inspector

Start Rate
After 6 months
After 1 year
After 1½ years
After 2 years

10.85
10.91
10.98
11.04
11.11

11.15
11.21
11.28
11.34
11.41

Sample Maker

Start Rate
After 6 months
After 1 year
After 1½ years
After 2 years

10.77
10.83
10.89
10.96
11.02

11.07
11.13
11.19
11.26
11.32

Maintenance Dept.

Trainees-(Other than

Indentured Apprentices)

After 2,000 hours
After 3,000 hours
After 4,000 hours
After 5,000 hours
After 6,000 hours
After 7,000 hours
After 8,000 hours

11.40
11.48
11.55
11.64
11.73
11.81
11.88

11.55
11.63
11.70
11.79
11.88
11.96
12.03

11.70
11.78
11.85
11.94
12.03
12.11
12.18

Article XI Cont.

Skilled Job
Classifications

Wage Progression
Steps

Maintenance Dept.

Indentured Apprentices

1st 1,000 hours
2nd 1,000 hours
3rd 1,000 hours
4th 1,000 hours
5th 1,000 hours
6th 1,000 hours
7th 1,000 hours
8th 1,000 hours

Approval by Joint
Apprenticeship
Committee

Hourly Pay Rates
Effective 9/2/84
thru 9/2/85 \$ 8.77
9.21
9.66
10.10
10.55
10.99
11.44
11.44

Hourly Pay Rates
Effective 9/2/85
thru 9/2/86 \$ 8.92
9.36
9.81
10.25
10.70
11.14
11.59
11.59

Hourly Pay Rates
Effective 9/3/84
thru 9/2/85 \$ 8.92
9.36
9.81
10.25
10.70
11.14
11.59
11.59

Hourly Pay Rates
Effective 9/3/85
thru 9/2/86 \$ 9.07
9.51
9.96
10.40
10.85
11.29
11.74
11.74

11.88 12.03 12.18

Tool Room-Trainees

56 (Other than Indentured
Apprentices)

After 2,000 hours
After 3,000 hours
After 4,000 hours
After 5,000 hours
After 6,000 hours
After 7,000 hours
After 8,000 hours

11.54
11.64
11.71
11.80
11.88
11.97
12.04

11.69
11.79
11.86
11.95
12.03
12.12
12.19

11.84
11.94
12.01
12.10
12.18
12.27
12.34

Tool Room-Indentured

Apprentices

1st 1,000 hours
2nd 1,000 hours
3rd 1,000 hours
4th 1,000 hours
5th 1,000 hours
6th 1,000 hours
7th 1,000 hours
8th 1,000 hours

8.87
9.32
9.78
10.23
10.68
11.13
11.59
11.59

9.02
9.47
9.93
10.38
10.83
11.28
11.74
11.74

9.17
9.62
10.08
10.53
10.98
11.43
11.89
11.89

Approval by Joint
Apprenticeship
Committee

12.04 12.19 12.34

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C. WAGE ADMINISTRATION GUIDELINES.

1. To determine the effective date of (45) and (90) day rate increases, each calendar day shall be counted, except for absences of more than five (5) consecutive days of scheduled work.
2. An employee appointed to group leader shall receive six cents (6¢) per hour above the highest hourly rate within the group he serves. (45) calendar days thereafter, a group leader will be considered for an additional six cents (6¢) per hour merit increase, which, if granted, will result in (12¢) per hour above the highest rate in the group. (The highest prevailing hourly pay rate for the job classification "Extrusion Press Operator" will be the highest group rate within the Extrusion Department; the highest prevailing hourly rate for the job classification "Floor Inspector" will be the highest group rate within the Inspection Department.)
3. An employee placed into a higher rated job classification shall receive the wage rate of the new job classification which is equal to the employee's former wage rate. If no wage rate in the new job classification is equal to the employee's former wage rate, the employee shall receive the wage rate of the new job classification which is above and closest to the employee's former wage rate. After the completion of (45) calendar days of employment under the new job classification, an employee shall receive the next highest wage rate, if any. An employee with previous experience in a new job classification, who is able to immediately and satisfactorily perform

Article XI Cont.

the new job, shall receive the (90) day wage rate. An employee of a new job classification may be returned to his former job and seniority status at any time during his first (45) calendar days of employment in the new job classification, if, in the supervisor's judgment, the employee has failed to show the ability necessary to continue in the new job classification.

4. An employee placed into a lower-rated job classification shall receive the same hourly pay rate he would have received had he upgraded to the job from a "Production Helper Classification". On or before the completion of (45) calendar days of employment in the lower-rated job classification, the employee shall receive the next wage rate step, if any. Should an employee have previous experience in the lower-rated job classification and be able to immediately and satisfactorily perform the new job without training, he shall receive the maximum hourly pay rate.

An employee who is down-graded to a production helper job classification shall receive the hourly pay rate which corresponds to his former hourly wage rate, providing he is able to immediately and satisfactorily perform the new job without training. After the completion of (45) calendar days of employment, the employee shall receive the next wage rate step, if any. Should an employee

Article XI Cont.

have previous experience and be able to immediately and satisfactorily perform the new job without training, he shall receive the maximum hourly pay rate.

An employee who is down-graded to a job with a wage rate lower than "Production Helper" shall receive the rate which corresponds to his former wage rate, providing he is able to immediately and satisfactorily perform the new job without training. After the completion of (45) calendar days of employment, the employee shall receive the next wage rate step, if any. Should the employee have previous experience in the new job classification and be able to immediately and satisfactorily perform the new job without training, he shall receive the maximum hourly pay rate.

SECTION 9. NEW PAY RATE. Rates for new job classifications as established by the Company shall be designated as temporary and the Union notified thereof within five (5) days. The rate shall be considered temporary for a period of one (1) month following the date of notification to the Union. During this period, the Union may request the Company to negotiate the rate for the job classification. The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date of the establishment of the temporary rate. If no request has been made by the Union to negotiate the rate within the one (1) month period or upon completion of negotiations, the temporary rate or the negotiated rate, as the case may be, shall become the established

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rate for the job classification. If no agreement is reached within (30) days after the Union requests the Company to negotiate the rate, the dispute over such rate may be submitted under the grievance procedure at Section C, but not subject to arbitration.

SECTION 10. COST-OF-LIVING ALLOWANCE (COLA). It is understood and agreed by both parties that this section concerning cost of living allowance shall be inoperative during the term of this agreement:

- A. GENERAL. For each hour worked and/or paid in accordance with this contract's terms, each employee covered by this agreement will receive the hourly COLA amount as may be in effect under provisions of this Section 10 in addition to the applicable hourly pay rate reflected in this Article's Section 8. The hourly COLA amount will be established and re-established in accordance with what is hereinafter provided.
- B. BASIS OF ADJUSTMENT - CONSUMER PRICE INDEX (i.e., C.P.I. OR INDEX). The hourly COLA amount under this program will be determined from the 1967 = 100 Consumer Price Index (i.e., C.P.I.) for Urban Wage Earners and Clerical Employees published by the United States Bureau of Labor Statistics. In the event that the Bureau of Labor Statistics does not issue the hereinafter specified indexes on or before the hereinafter specified pay periods, adjustments warranted, if any, will become effective at the start of the first pay period after receipt of such

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Indexes. No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures that have been used to calculate the adjustment amount for any period hereinafter specified. Continuance of this cost-of-living program is contingent upon the availability of C.P.I.'s in their present form and calculated on the same basis as the May, June and July, 1975 indexes, unless otherwise agreed upon by the Union and the Company. If the Bureau of Labor Statistics changes the form or the basis of calculating the C.P.I., the Union and the Company will request such Bureau to make available during the life of this agreement a monthly C.P.I. in the form and calculated on the same basis as the indexes to which reference is herein made.

- C. ADJUSTMENT CALCULATION. Commencing with the first pay period beginning on or after September 1, 1978, and at three (3) consecutive-calendar-month intervals thereafter, the hourly COLA will be adjusted upwards or downwards, not to include reductions in the established hourly pay rates (i.e., as specified within this Article's Section 8), by one cent (1¢) for each full three tenths of one percent (i.e., .3 of 1%) change between three (3) month C.P.I. averages for the most recent three (3) consecutive month period for which statistics are available and for the (3) consecutive month period immediately preceding. In determining the three (3) month average of the indexes for a specified period, the computed average will be rounded to the nearest one-tenth (0.1) index point.

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Following is a summary of COLA adjustment effective dates and three (3) month averages on which the respective adjustments will be based and a table of three (3) month average indexes from which the hourly COLA amount will be determined and redetermined in accordance with provisions of this Section 10.

Three Month Averages BLS Consumer Price Indexes	Cost-of-Living Allowance
189.8-190.0	0¢ per hour
190.1-190.3	1¢ per hour
190.4-190.6	2¢ per hour
190.7-190.9	3¢ per hour
191.0-191.2	4¢ per hour
191.3-191.5	5¢ per hour
191.6-191.8	6¢ per hour
191.9-192.1	7¢ per hour
192.2-192.4	8¢ per hour
192.5-192.7	9¢ per hour
192.8-193.0	10¢ per hour
193.1-193.3	11¢ per hour
193.4-193.6	12¢ per hour
193.7-193.9	13¢ per hour
194.0-194.2	14¢ per hour
194.3-194.5	15¢ per hour
194.6-194.8	16¢ per hour
194.9-195.1	17¢ per hour

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<u>Three Month Averages BLS Consumer Price Indexes</u>	<u>Cost-of-Living Allowance</u>
195.2-195.4	18¢ per hour
195.5-195.7	19¢ per hour
195.8-196.0	20¢ per hour
196.1-196.3	21¢ per hour
196.4-196.6	22¢ per hour
196.7-196.9	23¢ per hour
197.0-197.2	24¢ per hour
197.3-197.5	25¢ per hour
197.6-197.8	26¢ per hour
197.9-198.1	27¢ per hour
198.2-198.4	28¢ per hour
198.5-198.7	29¢ per hour
198.8-199.0	30¢ per hour
199.1-199.3	31¢ per hour
199.4-199.6	32¢ per hour
199.7-199.9	33¢ per hour
200.0-200.2	34¢ per hour
200.3-200.5	35¢ per hour
200.6-200.8	36¢ per hour
200.9-201.1	37¢ per hour
201.2-201.4	38¢ per hour

(Etc. in accordance with the formula of one cent (1¢) for each three tenths of one percent (.3 of 1%) change in three (3)-month average indexes.)

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Effective at the Start of the First Pay Period Beginning	Based Upon Changes in Average Indexes Between	
On or After	Most Recent 3 Months	Preceding 3 Months
Sept. 1, 1978	5/78, 6/78, 7/78	2/78, 3/78, 4/78
Dec. 1, 1978	8/78, 9/78, 10/78	5/78, 6/78, 7/78
Mar. 1, 1979	11/78, 12/78, 1/79	8/78, 9/78, 10/78
June 1, 1979	2/79, 3/79, 4/79	11/78, 12/78, 1/79
Sept. 1, 1979	5/79, 6/79, 7/79	2/79, 3/79, 4/79
Dec. 1, 1979	8/79, 9/79, 10/79	5/79, 6/79, 7/79
Mar. 1, 1980	11/79, 12/79, 1/80	8/79, 9/79, 10/79
June 1, 1980	2/80, 3/80, 4/80	11/79, 12/79, 1/80
Sept. 1, 1980	5/80, 6/80, 7/80	2/80, 3/80, 4/80
Dec. 1, 1980	8/80, 9/80, 10/80	5/80, 6/80, 7/80
Mar. 1, 1981	11/80, 12/80, 1/81	8/80, 9/80, 10/80
June 1, 1981	2/81, 3/81, 4/81	11/80, 12/80, 1/81

SECTION 11. BEREAVEMENT PAY. When death occurs in an employee's family (i.e., spouse, parent, or step-parent, parent or step-parent of a current spouse, child or step-child, brother, brother-in-law or sister-in-law, step-brother or half-brother, sister, step-sister or half-sister, or grandparents of employee or spouse), the employee, on request, will be excused for any of the first three (3) normally scheduled working days (excluding Saturdays, Sundays and holidays) immediately following the date of death provided he attends the funeral.

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An otherwise eligible employee may elect to defer his bereavement leave to any time period within the first (10) consecutive days immediately following the date of death, providing he makes prior arrangements at the Company's Personnel Department. Such deferment of bereavement leave time will not disqualify an otherwise eligible bereavement pay recipient from bereavement pay as hereinbefore provided.

By notifying the Company in advance, an employee may extend a scheduled vacation absence by three(3) days in the event that a qualifying death occurs during his scheduled vacation absence; however, such extension will not serve to qualify such employee for bereavement pay.

In the event a member of the employee's immediate family, as above defined, dies while in the active service of the Armed Forces of the United States, the employee may, should the funeral be delayed, have his excused absence from work delayed until the period of three (3) normally scheduled working days, which includes the date of the funeral. In the event the body of a member of the employee's immediate family, as above defined, is not buried in continental North America solely because the cause of death has physically destroyed the body or the body is donated to an accredited North American hospital or medical center for research purposes, the requirement that the employee attend the funeral will be waived.

An employee excused from work under the above paragraph, shall, after making written

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application, receive the amount of wages he would have earned by working during straight time hours on such scheduled days of work which he is excused (excluding) Saturdays, Sundays and holidays, or in the case of employees working in necessary continuous seven (7) day operations, the sixth (6th) and seventh (7th) work days of the employee's scheduled working week and holidays.

Except for employees compensated on group bonus or piece work, payment shall be made at the employee's rate of pay, not including overtime as of his last day worked. For employees on group bonus or piece work, payment shall be made at the employee's average hourly earned rate, not including overtime and night shift premium, for the hours worked during the last pay period in which he is excused. Time thus paid will not be counted as hours worked for purposes of overtime.

SECTION 12. JURY DUTY. An employee with one (1) or more year's seniority who is summoned and reports for jury duty as prescribed by applicable laws shall be paid by the Company an amount equal to the difference between the amount of wages and continuous operations premium the employee otherwise would have earned by working during straight-time hours for the Company on that day - and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the

Article XI Cont.

Company. The Company's obligation to pay an employee for jury duty is limited to a maximum of (60) days in any calendar year.

In order to receive payment, an employee must give local Management prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment. The provisions of this Section are not applicable to an employee who, without being summoned, volunteers for jury duty.

ARTICLE XII - HOLIDAY PAY

SECTION 1. HOLIDAYS AND ELIGIBILITY.

All hourly-rated employees shall receive holiday pay for Memorial Day, 4th of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and the Christmas holiday period, providing:

- A. The employee has seniority as of the date of the holiday.
- B. The employee would otherwise have been scheduled to work on such day if it had not been a holiday.
- C. The employee must have worked the last scheduled work day prior to and the next scheduled work day after such holiday within the employee's scheduled work week; only one (1) work week will be considered. Employees tardy on such last and next scheduled work days shall not lose their holiday pay provided such tardiness does